

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

**Deutsche Bank National Trust Company
as Trustee
c/o HomEq Servicing Corporation, Inc.
1100 Corporate Center Drive
Raleigh, North Carolina 27607**

Plaintiff

vs.

**Theodore J. Rasky, Jr.
1511 Fox Fire Drive
Marysville, OH 43040**

**Laurie E. Rasky
1511 Fox Fire Drive
Marysville, OH 43040**

**Mortgage Electronic Registration
Systems, Inc., acting solely as nominee
for Meritage Mortgage Corporation
Attn: Legal Department
P.O. Box 2026
Flint, MI 48501-2026**

**Union County Treasurer
233 West 6th Street
Marysville, OH 43040**

Defendants.

Case No. 2:07-cv-01070

Judge _____

COMPLAINT FOR FORECLOSURE

Jurisdiction and Venue

1. Jurisdiction is founded on 28 U.S.C. Section 1332(a)(1). The citizenship of the parties is diverse and the amount in controversy exceeds the jurisdictional requirement. Plaintiff is a Nationally Chartered Bank, with its principal place of business in Los Angeles County, California. None of the defendants is a citizen of California. Venue is proper in the Southern District of Ohio, Eastern Division as the real property which is the subject of this action is located in this district.

Background

2. Theodore J. Rasky, Jr. executed the promissory note attached to this Complaint as Exhibit A (the "Note").
3. Attached hereto as Exhibit B is a validly executed mortgage (the "Mortgage") that was executed in connection with the execution of the Note. The parties to the Mortgage intended that it attach to the entire fee simple interest in the property.
4. The Note is in default because payments required to be made under the terms of the Note and Mortgage have not been made. As a result, covenants in the Mortgage have not been performed. Notice of default was given to the borrowers under the terms of the Note, and the Note was properly accelerated. A written notice was sent to the borrowers at the property address, or their last known address, informing them that they are in default under the Note and that if they do not pay the overdue amount by a certain date they will be required to pay the full amount of unpaid principal plus all interest on the unpaid principal plus costs and expenses. The deadline for the payment of the overdue amount passed without payment being made.
5. The Mortgage was filed May 26, 2005, recorded in Official Records Volume 613, Page 881, Recorder's Office, Union County, Ohio.

6. The Mortgage conveys to Plaintiff an interest in the following property (the "Property"):

Situated in the City of Marysville, County of Union and State of Ohio:

Being Lot Number Five Thousand Six Hundred Sixty-Four (5664) in Links Village Subdivision as the same is numbered and delineated upon the recorded Plat thereof, of record in Plat Cabinet 5, Pages 52 and 53, Recorder's Office, Union County, Ohio.

7. A title examination reveals that the other persons named as defendants in this action may also have or claim an interest in the Property. The Preliminary Judicial Report attached to this Complaint as Exhibit C explains why these defendants may have or claim an interest in the Property.

COUNT ONE

8. Plaintiff incorporates each of the preceding allegations into Count One by reference.
9. Plaintiff is the owner and holder of the Note.
10. Because the Note has been accelerated and is in default, Plaintiff is entitled to judgment against Theodore J. Rasky, Jr. for principal in the amount of \$147,160.00, plus interest on the outstanding principal balance at the rate of 8.875% per annum from July 1, 2007, plus late charges, plus advances made for the payment of taxes, assessments, insurance premiums, or costs incurred for the protection of the mortgaged premises under Section 5301.233 of the Ohio Revised Code.

COUNT TWO

11. Plaintiff incorporates each of the preceding allegations into Count Two by reference.
12. The Mortgage is a valid and subsisting first lien on the Property, subject only to any lien that may be held by the County Treasurer.
13. Plaintiff is the owner and holder of the Mortgage and is entitled to foreclose the Mortgage.

PRAYER FOR RELIEF

14. Plaintiff prays for the following relief:

- judgment against Theodore J. Rasky, Jr. in the amount of \$147,160.00, plus interest on outstanding principal balance due at the rate of 8.875% per annum from July 1, 2007, plus late charges, plus advances made for the payment of taxes, assessments, insurance premiums, or costs incurred for the protection of the mortgaged premises under Section 5301.233 of the Ohio Revised Code;
- a finding that the Mortgage is a valid and subsisting first lien on the Property, subject only to any lien that may be held by the County Treasurer;
- an order (1) foreclosing the equity of redemption and dower of all defendants named in this action, (2) requiring that the Property be sold free and clear of all liens, interests, and dower, (3) requiring all defendants to set up their liens or interest in the Property or be forever barred from asserting such liens or interests, (4) requiring that the proceeds of the sale of the Property be applied to pay all amounts due Plaintiff under the Note, and (5) granting Plaintiff all other relief, legal and equitable, as may be proper and necessary, including, for example, a writ of possession.

Respectfully submitted,

/s/ Kevin L. Williams
Kevin L. Williams (0061656)
Manley Deas Kochalski LLC
P. O. Box 165028
Columbus, OH 43216-5028
Telephone: 614-222-4921
Fax: 614-220-5613
Email: klw-f@mdk-llc.com
Attorney for Plaintiff